

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ZURU (SINGAPORE) PTE, LTD.;)
ZURU INC.,)
)
Plaintiffs,) Case No.: 1:22-cv-02483
)
v.) Judge Lorna G. Schofield
)
THE INDIVIDUALS, CORPORATIONS,)
LIMITED LIABILITY COMPANIES,)
PARTNERSHIPS, AND)
UNINCORPORATED ASSOCIATIONS)
IDENTIFIED ON SCHEDULE A HERETO,)
)
Defendants.)
)

PROPOSED DEFAULT JUDGMENT

THIS CASE having been commenced by ZURU (SINGAPORE) PTE., LTD. and ZURU INC. (collectively “Plaintiffs”) against the Defendants identified on the ~~Second~~^{Third} Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names ~~Third~~ identified in the ~~Second~~ Amended Schedule A (the “Defaulting Defendant Domain Names”) and ~~Third~~ the online marketplace accounts identified in the ~~Second~~ Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiffs having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiffs, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name disabling order and asset restraining order;

Plaintiffs having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and email service being sufficient under Federal Rule of Civil Procedure 4(f)(3), for the reasons explained in the Court's memorandum opinion entered separately; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing either one or both of the ROBO FISH Trademark, U.S. Trademark Registration No.: 4440702, and/or ROBO ALIVE Trademark, U.S. Trademark Registration No.: 5294215 (together, the "ROBO FISH Trademarks") and/or copyrights covered by U.S. Copyright Office Registration Nos. VA 2-249-214, VA 2-248-953, VA 2-253-391, VA 2-253-392, VA 2-253-394, and VA 2-253-396 (the "ROBO FISH Copyright Registrations"); and

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 101 et seq.), and/or violation of unfair competition under New York common law.

IT IS HEREBY ORDERED that Plaintiffs' Order to Show Cause Why Default Judgment and Permanent Injunction Should Not Be Entered is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Default Judgment is entered against Defaulting Defendants. Plaintiff has judgment against Defaulting Defendants. The damages will be determined at an inquest. The inquest referral will follow separately.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using Plaintiffs' ROBO FISH Trademarks, ROBO FISH Copyright Registration, or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine ROBO FISH product or not authorized by Plaintiffs to be sold in connection with Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registration;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ROBO FISH product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for sale under Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registration;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;
- d. further infringing Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registration and damaging Plaintiffs' goodwill;
- e. otherwise competing unfairly with Plaintiffs in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which bear any of Plaintiffs' ROBO FISH Trademarks and/or

ROBO FISH Copyright Registration or any reproductions, counterfeit copies, or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit ROBO FISH products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registration or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine ROBO FISH product or not authorized by Plaintiffs to be sold in connection with Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registration.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, eBay, PayPal, Wish, or Payoneer, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the ROBO FISH Trademarks and/or Copyright Registration, including any accounts associated with the ~~First~~ ^{Third} Defaulting Defendants listed on the ~~First~~ Amended Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the ROBO FISH Trademarks and/or Copyright Registration; and
- c. take all steps necessary to prevent links to the Defaulting Defendant ~~First~~ ^{Third} Domain Names identified on the ~~First~~ Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Amazon.com and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' ~~First~~ ^{Third} websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

5. ContextLogic, Inc. ("Wish") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' ~~First~~ ^{Third} websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. DHgate and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants'

~~First~~
^{Third}
websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. PayPal, Inc. ("PayPal") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

8. Payoneer, Inc. ("Payoneer") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or ~~First~~
^{Third}
Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

9. eBay, Inc. ("eBay") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

10. Ping Pong Global Solutions, Inc. ("Ping Pong") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

11. Coinbase Global, Inc. ("Coinbase") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or ~~First~~
^{Third}
Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

12. LianLian Global t/as LL Pay U.S., LLC (“LianLian”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

13. AllPay Limted (“AllPay”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

14. Union Mobile Financial Technology Co., Ltd. (“Union Mobile”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

15. Aliexpress and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

16. Alibaba and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

17. Bank of China and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting

Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'
~~Third~~
websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money
or other of Defaulting Defendants' assets.

18. Hyperwallet and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'
~~Third~~
websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money
or other of Defaulting Defendants' assets.

19. JD.com ("JD") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'
~~Third~~
Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

20. Joom and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'
~~Third~~
websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money
or other of Defaulting Defendants' assets.

21. Lakala and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'
~~Third~~
websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money
or other of Defaulting Defendants' assets.

22. OFX and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'

^{Third}

websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

23. Paxful and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

24. PayEco and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

25. SellersFunding and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

26. Shopify and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

27. Stripe and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

28. Walmart and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ ^{Third} Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

29. Wise/TransferWise and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ ^{Third} Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

30. World First and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the ~~First~~ ^{Third} Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

31. Pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 504, Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000.00).

32. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Aliexpress, Amazon, PayPal, eBay, Wish, DHgate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First are hereby released to Plaintiffs as partial payment of the above identified damages, and Aliexpress, Amazon, PayPal, eBay, Wish, DHgate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or

~~World First are ordered to release to Plaintiffs the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.~~

~~33. Until Plaintiffs have recovered full payment of monies owed by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on Aliexpress, Amazon, PayPal, eBay, Wish, DHgate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Aliexpress, Amazon, PayPal, eBay, Wish, DHgate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First shall within two (2) business days:~~

- ~~a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;~~
- ~~b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and~~
- ~~c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiffs as partial payment of the above identified damages within ten (10) business days of receipt of this Order.~~

~~34. Until Plaintiffs have recovered full payment of monies owed by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting~~

Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;
- b. Restraine and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiffs as partial payment of the above identified damages within ten (10) business days of receipt of this Order.

35. In the event that Plaintiffs identify any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified by Plaintiffs and any email addresses provided for Defaulting Defendants by third parties.

36. The five thousand dollar (\$5,000) bond posted by Plaintiffs, including any interest minus the registry fee, will be released to Plaintiffs or their counsel upon notice to the Court that all non-defaulting defendants have been dismissed from the case. The Clerk of the Court is directed to return the bond previously deposited with the Clerk of the Court to Plaintiffs or its counsel once such notice is provided.

Dated: October 19, 2022



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ZURU (SINGAPORE) PTE. LTD;)	
ZURU INC.,)	
Plaintiff,)	
v.)	Case No.: 1:22-cv-02483
THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A HERETO,)	
Defendants.)	
)	
)	
)	
)	

THIRD AMENDED SCHEDULE A

No.	Defendants	Defendants Online Marketplace(s)
1.	A home-loving you Store	https://www.aliexpress.com/store/912028050
2.	All for the children Store	https://www.aliexpress.com/store/912689931
3.	ALL-IN-ONE- Store	https://www.aliexpress.com/store/539708
4.	AYDAYAN Store	https://www.aliexpress.com/store/912576182
5.	Beavertoy Store	https://www.aliexpress.com/store/912616149
6.	Bert-01 Store	https://www.aliexpress.com/store/4524025
7.	Bluskyer Store	https://www.aliexpress.com/store/4496025
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9.	Charlie Luna Store	https://www.aliexpress.com/store/912584414
10.	Children 777 Store	https://www.aliexpress.com/store/912680914
11.	cn1059961580qxxae Store	https://www.aliexpress.com/store/912720131
12.	cn1059961626hasae Store	https://www.aliexpress.com/store/912718162
13.	cn86852lxtx Store	https://www.aliexpress.com/store/912725103
14.	Cosima and Kira Store	https://www.aliexpress.com/store/911791141
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16.	Ding Ding Pet Store	https://www.aliexpress.com/store/1100133073
17.	Dingding Pets Life Store	https://www.aliexpress.com/store/912247002

No.	Defendants	Defendants Online Marketplace(s)
18.	Dream-heaven Store	https://www.aliexpress.com/store/912304290
20.	Elewelt Store	https://www.aliexpress.com/store/912619141
21.	Factory RGB LED Light Store	https://www.aliexpress.com/store/911079030
22.	faina's Store	https://www.aliexpress.com/store/5484036
24.	General merchandise store Store	https://www.aliexpress.com/store/912663914
25.	ggxxtxs Store	https://www.aliexpress.com/store/911195190
26.	Good Life Homes Store	https://www.aliexpress.com/store/912750146
27.	HappyCWCW Store	https://www.aliexpress.com/store/5637122
28.	Hiri Store	https://www.aliexpress.com/store/5383082
29.	HOSPORT Lighting Store	https://www.aliexpress.com/store/3393015
30.	JSXuan Official Store	https://www.aliexpress.com/store/3257118
32.	K-K Building Block Store	https://www.aliexpress.com/store/4478101
34.	KOSIMIA GAMIA Store	https://www.aliexpress.com/store/912272918
35.	Laugh laugh toy store	https://www.aliexpress.com/store/3014001?spm=a2g0o.detail.1000007.1.65737337RNQqZU
36.	lclanyifeng Store	https://www.aliexpress.com/store/912719151
37.	lcxfumengqing Store	https://www.aliexpress.com/store/912726114
38.	lcxmailizhu Store	https://www.aliexpress.com/store/912724091
39.	lcxtongyoushuang Store	https://www.aliexpress.com/store/912719148
40.	LIUXDIV Pets Store	https://www.aliexpress.com/store/912157338
41.	Luck2022 Store	https://www.aliexpress.com/store/912632015
42.	lvse life Store	https://www.aliexpress.com/store/3616160
43.	Mbaby Store	https://www.aliexpress.com/store/1100090053
44.	Meow Meow Bark Bark Store	https://www.aliexpress.com/store/912690632
46.	Nan Rui Store	https://www.aliexpress.com/store/5087046
47.	Pets Warm Homes Store Store	https://www.aliexpress.com/store/1100087103
50.	Riro Ding Dang Store	https://www.aliexpress.com/store/910452094
51.	RSea Store	https://www.aliexpress.com/store/910319029
52.	sfhOme Store	https://www.aliexpress.com/store/912660342
53.	Shop1100007062 Store	https://www.aliexpress.com/store/1100007062
54.	Shop1100032055 Store	https://www.aliexpress.com/store/1100032055
55.	Shop4046058 Store	https://www.aliexpress.com/store/4046058

No.	Defendants	Defendants Online Marketplace(s)
56.	Shop5431295 Store	https://www.aliexpress.com/store/5431295
57.	Shop911068087 Store	https://www.aliexpress.com/store/911068087
58.	Shop912624065 Store	https://www.aliexpress.com/store/912624065
60.	SPAKOGY Store	https://www.aliexpress.com/store/912679650
61.	tchomeandstationary Store	https://www.aliexpress.com/store/605769
62.	THE SPRING BLOSSOMS Store	https://www.aliexpress.com/store/5602351
63.	Toy Encyclopedia Store	https://www.aliexpress.com/store/912074094
64.	University Store	https://www.aliexpress.com/store/1189807
65.	Unswervingly Store	https://www.aliexpress.com/store/912059197
66.	Warm Animal Supplies Retail Store	https://www.aliexpress.com/store/4504019
67.	XIAO-Glittering Store	https://www.aliexpress.com/store/2088031
68.	XiuYaoGai Store	https://www.aliexpress.com/store/911130113
69.	Yan0214 Store	https://www.aliexpress.com/store/912392088
70.	YeeYoo Store	https://www.aliexpress.com/store/912661751
71.	Yg Trece Daily Need Store	https://www.aliexpress.com/store/912654806
72.	Your House Light Store	https://www.aliexpress.com/store/912222047
73.	Your Kitchen Supplies Good Store	https://www.aliexpress.com/store/912365289
74.	Your Little House Store	https://www.aliexpress.com/store/911327179
75.	[intentionally omitted]	[intentionally omitted]
76.	CAOYUEY	https://www.amazon.com/sp?seller=A3TI88FODTHOGN
78.	CuiZhuShangMao	https://www.amazon.com/sp?seller=A3IG881TGL146L
79.	Dasanito3089	https://www.amazon.ca/sp?seller=A25LCJW7DOL5BR
81.	FeetBu	https://www.amazon.fr/sp?seller=AIRFEQU3BWUVL
82.	Fuccus	https://www.amazon.com/sp?seller=A2IIF8I94O0QQP
83.	Gnudo1511	https://www.amazon.ca/sp?seller=A33GPXHSK4E3OL
85.	HeNanGuRuanShangMaoYouXianGongSi	https://www.amazon.com/sp?seller=A25PDDCB57NHCH

No.	Defendants	Defendants Online Marketplace(s)
86.	Hobby-Japan	https://www.amazon.com/sp?seller=A29OGUEZDN3VDN
87.	HTHAU	https://www.amazon.com/sp?seller=A35Y6QOILD84L8
88.	HUIWI	https://www.amazon.com/sp?seller=A11MZA18IAEJ9O
89.	Huo Fei Shop	https://www.amazon.com/sp?seller=A2LW1TB6NYBBHQ
93.	Landsee	https://www.amazon.com/sp?seller=AH6QQUJMAT5T
94.	LinDiDa	https://www.amazon.com/sp?seller=A2ZKO4UCNR07QY
95.	LOVELY KID'S HOUSE	https://www.amazon.com/sp?seller=A2P551AY126GWK
97.	Mai Ruimei	https://www.amazon.com/sp?seller=A3RTJW5EOGU0VS
102.	PlatinumG 【7-15 Fast Delivery】	https://www.amazon.com/sp?seller=AW3Q351NVRMH1
105.	THJKT-STORE	https://www.amazon.com/sp?seller=AATSE4C2UCPQO
107.	YangheDuoDuo	https://www.amazon.com/sp?seller=ANDBHNB60NAMH

No.	Defendants	Defendants Online Marketplace(s)
108.	yanmeirenshangmao	https://www.amazon.com/sp?seller=A1CJ6FT9WJE03E
109.	yingchenmaoyi	https://www.amazon.com/sp?seller=A39CER70ODHRVM
110.	ziboshihengjitaizhidianzishangwu youxiangongs	https://www.amazon.com/sp?seller=A2RNXMNMUUZLCO
111.	ck1999ak	https://www.dhgate.com/store/about-us/21224987.html
113.	exchangepes	https://www.dhgate.com/store/about-us/21715111.html
119.	missyoungs	https://www.dhgate.com/store/about-us/21572698.html
126.	ahaamu0	https://www.ebay.com/usr/ahaamu0
127.	anything_you_want_seller	https://www.ebay.com/usr/anything_you_want_seller
128.	dr7642	https://www.ebay.com/usr/dr7642
130.	godayalagechathguna_0	https://www.ebay.com/usr/godayalagechathguna_0

No.	Defendants	Defendants Online Marketplace(s)
131.	laxstore_99	https://www.ebay.com/usr/laxstore_99
132.	madura819	https://www.ebay.com/usr/madura819
133.	one_two_shop17	https://www.ebay.com/usr/one_two_shop17
134.	pixo_shop	https://www.ebay.com/usr/pixo_shop
135.	ranravi-76	https://www.ebay.com/usr/ranravi-76
136.	sandasan_180rf13zr	https://www.ebay.com/usr/sandasan_180rf13zr
137.	uniqueoneshop	https://www.ebay.com/usr/uniqueoneshop
138.	11755994 CANADA CORPORATION	https://www.wish.com/merchant/6130fa13f51e5522b7adb38e
139.	fqlg	https://www.wish.com/merchant/5eda5abfa9a45429002a51c9
140.	pomona	https://www.wish.com/merchant/564098a842ebd82429737518
141.	QWQQ	https://www.wish.com/merchant/5985d27e3eb22a39fd2f95e3
142.	Red Pen	https://www.wish.com/merchant/5d46a83d56a2605fc01bd65d
144.	Wenhaojia Books	https://www.wish.com/merchant/5dcfd48aaf8da41915e9d417